

Please read carefully and keep safe

Rescue from Aviva Policy

Rescue from Aviva

How to get help

These are the numbers that **you** will need:

Broken down in the UK Freephone Available 24 hours	08000 155 755
Broken down in France or Monaco Freephone	0800 290 112
Pay call (from a mobile)	00 33 472 43 52 55
Broken down in Europe* Calling from Europe (from a landline)	00 33 472 43 52 55
Calling from Republic of Ireland (ROI)	1800 535 005
*(Please replace the 00 at the beginning with 810 when in Belarus or Russia) If a driver has hearing difficulties RAC can be contacted using a Text Phone and prefix the relevant number with 18001 to be connected to Typetalk or use the SMS facilities on 07855 828282 .	

To request a claim form (from the UK) for European cover or for repatriation enquires call **RAC** on 0330 159 0342

Or email: breakdowncustomercare@rac.co.uk

Or write to:

RAC

Great Park Road

Bradley Stoke

Bristol BS32 4QN

Customer Services

For general enquiries or changes to **your** cover call **Aviva** on 0345 030 6922

(Opening hours are Mon-Fri 8am-8pm, Sat 9am-5pm, Sun and Bank Holidays 10am-4pm)

Checklist

Certain information is required when calling for service.

1. **Your** name
2. The policy number
3. The **vehicle** registration number
4. The make and model of the **vehicle**
5. The exact location of the **vehicle**
6. **Your** contact number
7. The nature of the fault

Remember

1. Please call the **RAC** back if the **vehicle** gets going before the **RAC patrol** or **RAC contractor** arrives
2. Only accept help from the **RAC patrol** or **RAC contractor** that has been sent to assist the **vehicle** by the **RAC** otherwise the **RAC** may still charge the applicable fee

Telephone call charges

In the UK

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.

In Europe

Roaming charges may apply when making or receiving calls in **Europe**, please contact **your** mobile phone provider for more information. It may not always be possible for the **RAC** to return a call to a mobile phone.

Telephone call recording

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

Who provides Rescue from Aviva cover?

This policy is arranged by Aviva UK Digital Limited.

Rescue (Section A), Recovery (Section B) and At Home (Section C) are provided by RAC Motoring Services. Onward Travel (Section D) and European Motoring Assistance (Section E) are underwritten by RAC Insurance Limited.

Breakdown on a motorway in Europe

If the **vehicle breaks down** or is in a **road traffic accident** on a motorway in **Europe** the **RAC** advise the use of the roadside emergency telephones. This will connect to the police or authorised motorway services who will send a breakdown recovery vehicle. If they will not send a breakdown recovery vehicle, then contact the **RAC**.

Motorways in France are privately managed, so in the event of a **break down** or **road traffic accident** on a French motorway or motorway service area, it is mandatory to use the roadside emergency telephones as the **RAC** cannot send out assistance.

In the event of recovery by the police or authorised motorway services, labour and towing charges may be payable on the spot and an authorised tariff is normally applied. The **RAC** will cover these charges as long as the **vehicle** is towed to the recovery company's depot. If the **vehicle** is towed from a motorway, contact the **RAC** as soon as possible and, if the **vehicle** has not been repaired, the **RAC** will arrange for ongoing cover under this Rescue from Aviva cover.

Contents

Contents	Page
Definition of words	5
Important information about your policy	8
Your terms and conditions	11
Section A: Rescue	13
Section B: Recovery	15
Section C: At Home	16
Section D: Onward Travel	17
Section E: European Motoring Assistance	20
General exclusions	40
General conditions	43
Cancelling this policy	44
Misuse of Rescue from Aviva	46
Complaints procedure	47

Definition of words

Certain words in this policy booklet have special meanings. These words and their meanings are listed below:

“Aviva”/“we”

Aviva UK Digital Ltd;

“beyond commercial economical repair”

means where the total cost required to repair the **vehicle**, including any taxes, is greater than the UK **market value** of the **vehicle**. If the **vehicle** has **broken down** or had a **road traffic accident** in **Europe**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the **service provider** in the applicable country in **Europe**;

“breakdown”/“break down”/“broken down”

means the **vehicle**, **caravan** or **trailer** (as applicable) is inoperative and/or has ceased to function as a whole as a result of a mechanical or electrical failure including any failure of the battery (but not as a result of a **road traffic accident**, fire, flood, theft or act of vandalism). A component failure (e.g. air-conditioning failure) in itself does not constitute a breakdown unless it causes the **vehicle** to cease to function as a whole. Illumination of a **vehicle’s** warning light does not always constitute a breakdown. If the illuminated warning light does not constitute a breakdown, **you** will need to make **your** own way to a place of repair and any break down cover under this policy booklet will not apply;

“breakdown service details”

The document which gives details of the cover provided;

“caravan”/“trailer”

means any caravan or trailer that complies with the following specifications:

Max Weight (gross)	Max Length	Max Width
3,500kg (3.5 tonnes)	7.6 metres (25ft) including tow bar	2.55 metres (8ft 4in)

“claim”/“call out”

means any request for service or benefit or for cover under any Section;

“driver”/“their”/“they”

means any driver of a **vehicle** (including **you**) at the time a **breakdown** occurs who is authorised by **you** to be driving the **vehicle** and is permanently a **resident** in the **territory**;

“emergency service”

means the police, fire, emergency medical service, the army or the highways agency traffic officer service;

“Europe”

means Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above, except overseas territories outside of Europe;

“home”

means the address in the **territory** where **you** live permanently, as shown on **your Aviva breakdown service details**;

“journey”

means a holiday or trip in a **vehicle** to **Europe** which begins on departure from the **home** and ends on return to the **home**;

“market value”

means the market value in the **territory**, as reasonably determined by the **RAC** in accordance with published industry data (using Glass’s Guide or other appropriate trade vehicle valuation guide(s)), of a vehicle based upon a vehicle of the equivalent age, make, recorded mileage and model as the **vehicle**;

“modified vehicle”

means any **vehicle** that has been modified from the manufacturer’s specifications;

“party”

means the total number of persons (including the **driver**) travelling in the **vehicle** for the whole period of the **journey**;

“period of insurance”

means the period from the **start date** to the expiry date, as shown on **your Aviva breakdown service details**; each renewal represents the start of a new period of insurance;

“premium”

means the basis upon which services will be provided under Rescue from Aviva cover charged by way of an insurance premium which is subject to Insurance Premium Tax (IPT) at the current rate;

“RAC”

means RAC Motoring Services in respect of Sections A, B and C and RAC Insurance Limited in respect of Sections D & E and each of their authorised agents;

“RAC contractor”

means any person appointed by the **RAC** to provide certain **breakdown** assistance services on the **RAC** behalf;

“RAC patrol”

means a technician employed by the **RAC**;

“resident”

means a person who has **their** main **home** in the **territory** and has not spent more than six months abroad in total during the year prior to **start date**;

“road traffic accident”

1. for the purposes of Section E only, means a road traffic accident in **Europe** that immobilises **your vehicle**;
2. and for the purposes of all other Sections means a road traffic accident involving a **vehicle** within the **territory**;

“service provider”

means any garage, breakdown/recovery company, repairer, car hire company and other third party service provider in **Europe**. These service providers are not checked or approved by **RAC** and do not act as agents for **RAC**. **RAC** cannot be held liable for acts or omissions of service providers;

“specialist equipment”

means equipment that is not normally required by **RAC patrols** or **RAC contractors** to complete repairs and recoveries in the event of a **breakdown** including, but not limited to, winching and specialist lifting equipment;

“start date”

means the date that this policy begins as shown on **your Aviva breakdown service details**;

“territory”

means the **United Kingdom**, Jersey, Guernsey and the Isle of Man;

“United Kingdom”

means England, Scotland, Wales and Northern Ireland;

“vehicle”

means the vehicle(s) identified on **your Aviva breakdown service details**, or if **you** have purchased Personal or Joint Personal cover any vehicle which **you** are a **driver** or passenger in. The vehicle(s) must be a UK registered car or van and comply with the following specifications:

Max Weight (gross)	Max Length	Max Width
3,500kg (3.5 tonnes)	7.5 metres (24ft 7in) including tow bar*	2.55 metres (8ft 4in)

Mobility scooters and motorcycles under 50cc are not vehicles covered;

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

“you”/“your”

means the person or persons named as the policyholder in your **Aviva breakdown service details**

Important information about your policy

Any words in this policy booklet that are in bold type are defined. Please see the Definition of words section which explains the meaning of each defined term.

Rescue from Aviva cover is intended to offer services relating to the **breakdown of vehicles**. It meets the demands and needs of those who own or drive **vehicles** and wish to ensure the risk of the **breakdown** of the **vehicles** are met now and in the future.

This policy booklet contains the benefits, conditions and exclusions that apply and the general conditions and general exclusions that apply for all cover types in this policy booklet. **You** must meet these conditions or the **RAC** may not provide this cover.

You will receive **your Aviva breakdown service details** showing what cover **you** have purchased. This should be kept with the **vehicle** to ensure the **RAC** are able to provide the services.

Please read this policy booklet carefully to check the cover **you** have chosen and to ensure it meets **your** demands and needs. Please ensure these documents are kept in a safe place. If **you** cannot find any of **your** documents, please contact **Aviva** to request a replacement.

The Contract of insurance

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

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

1. Policy booklet;
2. Information contained on **your** application and/or the Information Provided By You document as issued by **Aviva**;
3. **Your Aviva breakdown service details**;
4. Any clauses endorsed on **your** policy, as set out in **your Aviva breakdown service details**;
5. Any changes to **your** Rescue from Aviva insurance policy contained in notices issued by **Aviva** at renewal;
6. The information under the heading 'Important Information' which **Aviva** provide to **you** when **you** take out or renew **your** policy.

In return for paying **your premium**, **RAC** will provide the cover shown in **your Aviva breakdown service details**.

You must comply with the applicable terms and conditions under Rescue from Aviva. Any failure to do so may impact on **your** rights under this Rescue from Aviva cover, including whether **you** can make a **claim**. **You** should ensure that each **driver** is made aware of this as well as the level of cover under this Rescue from Aviva cover.

Any changes made during the **period of insurance** will be treated as a continuation of the contract of insurance. **RAC's** provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and clauses of this policy.

Use of language

Unless otherwise agreed, the contractual terms and conditions (including this policy booklet and **your Aviva breakdown service details**) and other information relating to this contract will be in English.

Law

The parties are free to choose the law applicable to Rescue from Aviva cover. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales.

Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **Aviva** asks when **you** take out, make changes to, and renew **your** policy. Please tell **Aviva** immediately if there are any changes to the information set out in the application and/or Information Provided By You document, or on **your Aviva breakdown service details**. **You** must also tell **Aviva** immediately about the following changes:

1. A change to the people insured, or to be insured.
2. A change of **vehicle**.

If **you** are in any doubt, please contact 0345 030 6922.

When **you** inform **Aviva** of a change, they will tell **you** if this affects **your** policy, for example whether they are able to accept the change and if so, whether the change will result in revised terms and/or **premium** being applied to **your** policy.

If the information provided by **you** is not complete and accurate:

1. **Aviva** may cancel **your** policy, or
2. **RAC** may not pay any **claim** in full or in part, or
3. **Aviva** may revise the **premium**, or
4. the extent of the cover may be affected.

Administration charge

Aviva reserves the right to apply an administration charge of £5.00 (plus Insurance Premium Tax where applicable) for any adjustments **you** make to **your** policy.

Your cancellation rights

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

To cancel, please contact **Aviva** on 0345 030 6922.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force and **you** will be required to pay the **premium**. For **your** cancellation rights outside the statutory cooling off period, please refer to the 'Cancelling this Policy' section of this policy booklet.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact 0345 030 6922.

Reimbursement of payments

Where it's stated in this policy that the **RAC** will reimburse **you** for certain sums as part of the cover, such reimbursement will be following receipt of a claim form (which is available on request by calling 0330 159 0334) and proof of payment.

For reimbursement of payments made by **you** under this policy please submit proof of payment to the **RAC** at:

RAC
Breakdown Customer Care
Great Park Road,
Bradley Stoke,
Bristol
BS32 4QN

In certain circumstances, the **RAC** may be able to arrange the benefits and pay such covered amounts on **your** behalf, and will notify **you** or the **driver** of this at the time of making the **claim**.

Your terms and conditions

Period of insurance

Rescue from Aviva provides cover for the **period of insurance** as set out in **your Aviva breakdown service details**.

Limits of cover

The cover under Rescue from Aviva is subject to limits for **claims** that can be made under this policy during each **period of insurance**. The limits will apply to all **claims** made by **you**.

Cover option chosen	Rescue Only	All other options
Vehicle based	2	5
Personal	2	6
Joint Personal	3	7

Additional services provided by the RAC

If the **driver** requires additional services that are not covered under Rescue from Aviva, the **RAC** may be able to arrange appropriate additional services at the **driver's** request for an additional cost. For example to:

1. Purchase any parts necessary to complete a repair of the **vehicle**;
2. Receive specialist services to complete a repair of the **vehicle**;
3. Provide any other services that may be available for an additional cost, as stated in this booklet.

The charge for any additional service provided or arranged by the **RAC** will be agreed with the **driver** when the service is requested and before any costs are incurred.

If any person requests a service that is not covered by Sections A to E, the policyholder will become liable for any costs relating to the service provided. To limit the risk of the policyholder having any unexpected costs, the **RAC** will ask for proof of identity of the person in question and, where possible, the **RAC** will charge the **driver** the costs of the service in advance.

Your cover

Cover Options

Vehicle Based

The **vehicle** shown in **your Aviva breakdown service details** is covered, while being driven by any **driver** with a full, valid driving licence during the **period of insurance**.

Personal

You will be covered in any **vehicle** as a **driver** or passenger. The **vehicle** shown in **your Aviva breakdown service details** is also covered, while being driven by any **driver** with a full, valid driving licence during the **period of insurance**.

Joint Personal Cover

Another named member of **your** household, as specified in **your Aviva breakdown service details** is also covered in any **vehicle** as a **driver** or passenger. The **vehicle** shown in **your Aviva breakdown service details** is also covered, while being driven by any **driver** with a full, valid driving licence during the **period of insurance**.

Your Aviva breakdown service details will show **you** which cover(s) **you** have purchased. If **you** have purchased:

- Rescue cover – Section A only applies
- Rescue & Recovery cover – Sections A & B apply
- Rescue, Recovery & At Home cover – Sections A,B & C apply
- Rescue, Recovery, At Home & Onward Travel cover – Sections A, B, C & D apply
- European cover – Section E applies in addition to any sections **you** have purchased above

Section A: Rescue

What is covered

If a **vehicle** or the **caravan** or **trailer** attached to it has **broken down** in the **territory** or the Republic of Ireland during the **period of insurance** and more than 1/4 mile from **your home** as measured by the **RAC**, the **RAC** will provide an **RAC patrol** or an **RAC contractor** to either:

1. Repair the **vehicle**, **caravan** or **trailer** (as applicable) at the roadside; or
2. If the **RAC** are unable to permanently repair the **vehicle** or the **caravan** or **trailer** (as applicable) at the roadside (within a reasonable time), the **RAC** will decide, based upon the **RAC** technical expertise in **breakdown** situations, either to provide a temporary repair to the **broken down vehicle, caravan or trailer** (as applicable) at the roadside or transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination chosen by **you** within 10 miles of the **breakdown** as measured by the **RAC**. The **RAC** will only transport the **caravan** or **trailer** if the **vehicle** has **broken down**.

If the **RAC** transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination of **your** choice, the **RAC** will either:

1. Provide transport for **you** and up to seven passengers of the **broken down vehicle** to that chosen destination. If more than five people require transportation, the **RAC** may need to provide transport in separate vehicles; or
2. If **you** choose for the **RAC** to transport the **vehicle** to a garage, the **RAC** will reimburse **your** taxi fare for a taxi journey to a destination up to 20 miles from the garage for **you** and up to seven passengers of the **broken down vehicle** as long as **you** agree this with the **RAC** in advance. In order to **claim** a reimbursement of the taxi fare, **you** must send the receipt for the taxi journey to the **RAC** at the Breakdown Customer Care address shown under the Reimbursement of payments section of this booklet.
3. In addition, the **RAC** will relay urgent messages from **you** to a contact of **your** choice if the **vehicle** cannot be driven because of a **breakdown** or **road traffic accident**.

What is not covered

1. Any **breakdown** over the **call out** limit as shown under Limits of cover;
2. Transportation that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Transportation cannot be requested later after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;
3. The cost of any parts (including batteries) required by the **RAC** to repair the **vehicle** are not covered under this Section A. If the **RAC patrol** or **RAC contractor** has the required parts, **you** can purchase the relevant part from the **RAC** for an additional charge. The parts must be paid for in full at the time of the **breakdown** and before the repair commences. The **RAC** will not fit any parts (including batteries) purchased from any third party. This is to ensure that parts fitted are from reputable sources in order to avoid further calls outs;

4. Any **breakdown** resulting from a fault where the **RAC** have previously provided **breakdown** cover for that fault and either:
 - a. the **RAC** consider, acting reasonably, that there is evidence to suggest that the original fault (including a faulty battery) has not been properly repaired by a party other than the **RAC**; or
 - b. the **RAC** advised **you** that the **RAC** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these other repairs.

Section B: Recovery

Please refer to **your Aviva breakdown service details** which set out whether **you** have cover for Recovery as set out in this Section B.

What is covered

If a **vehicle** has **broken down** in the **territory** during the **period of insurance** and more than 1/4 mile from **your home** as measured by the **RAC** and following an **RAC patrol** or an **RAC contractor** attending the **breakdown** (and not being able to repair the **vehicle** locally within a reasonable time), the **RAC** decide to recover the **vehicle** in accordance with the cover under Section A, the **RAC** will transport the **vehicle** (and any **caravan** or **trailer** attached to it) and **you** and up to seven passengers of the **broken down vehicle** to a destination within the **territory** chosen by **you**. If more than five people require transportation, the **RAC** may need to provide transport in separate vehicles.

The **RAC** may also provide at the **RAC** discretion recovery service if **you** become ill during a **journey** in the **territory** and **you** cannot continue the **journey** as **you** have no one in **your** party who can drive the **vehicle**. The **RAC** may ask **you** to provide written confirmation from the treating hospital or medical expert that **you** are unfit to drive and can prove **you** are the only viable **driver** in **your** party.

What is not covered

1. Recovery that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Recovery cannot be requested later after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;
2. Recovery to more than one destination including a second recovery where the original recovery destination, chosen by **you**, could not accept the **vehicle** due to their opening hours or other restrictions;
3. Where the **RAC** can demonstrate that the recovery service as set out in this Section B, is being used by **you** to avoid the cost of repairing the **vehicle**;
4. Any recovery required as a result of a **breakdown** resulting from a fault where the **RAC** have previously provided **breakdown** cover for that fault and either:
 - a. the **RAC** consider, acting reasonably, that there is evidence to suggest that the original fault (including a faulty battery) has not been properly repaired by a party other than the **RAC**; or
 - b. the **RAC** advised **you** that the **RAC** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** results, at least in part, from a failure to carry out these further repairs; or
 - c. Where a recovery is required due to a **breakdown** as a result of a problem with the tyre of the **vehicle**, **caravan** or **trailer**, the **RAC** will not provide recovery over 10 miles where no serviceable spare tyre is carried by **you** or no suitable alternative (as recommended by the manufacturer) is available. The **RAC** may be able to arrange the recovery of the **vehicle** to another location for an additional charge. This additional charge will be not less than £75 plus VAT.

Section C: At Home

Please refer to **your Aviva breakdown service details** which sets out whether **you** have cover for At Home as set out in this Section C.

What is covered

If a **vehicle** or the **caravan** or **trailer** attached to it has **broken down** in the **territory** during the **period of insurance** within a 1/4 of a mile of **your home** as measured by the **RAC**, the **RAC** will provide an **RAC patrol** or an **RAC contractor** to either:

1. Repair the **vehicle, caravan** or **trailer** (as applicable) at the roadside or the **home**; or
2. If the **RAC** are unable to permanently repair the **vehicle, caravan** or **trailer** (as applicable) at the roadside or at **your home**, the **RAC** will decide, based upon the **RAC** technical expertise in **breakdown** situations, either to provide a temporary repair to the **vehicle, caravan** or **trailer** (as applicable) at the roadside or transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination chosen by **you** within 10 miles of the **breakdown** as measured by the **RAC**. The **RAC** will only transport the **caravan** or **trailer** if the **vehicle** has **broken down**.

What is not covered

1. Any **breakdown** over the **call out** limit as shown under Limits of cover;
2. Transportation that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Transportation cannot be requested later after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;
3. The cost of any parts (including batteries) required by the **RAC** to repair the **vehicle** are not covered under this Section C. If the **RAC patrol** or **RAC contractor** has the required parts, **you** can purchase the relevant parts from the **RAC** for an additional charge. The parts must be paid for in full at the time of the **breakdown** and before the repair commences. The **RAC** will not fit any parts (including batteries) purchased from any third party. This is to ensure that parts fitted are from reputable sources in order to avoid further **call outs**;
4. Any **breakdown** resulting from a fault where the **RAC** have previously provided **breakdown** cover for that fault and either:
 - a. the **RAC** consider, acting reasonably, that there is evidence to suggest that the original fault (including a faulty battery) has not been properly repaired by a party other than the **RAC**; or
 - b. the **RAC** advised **you** that the **RAC** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these further repairs.

Section D: Onward Travel

Please refer to **your Aviva breakdown service details** which set out whether **you** have cover for Onward Travel as set out in this Section D.

What is covered

Onward Travel applies if a **vehicle** has **broken down** in the **territory** during the **period of insurance** and following an **RAC patrol** or an **RAC contractor** attending the **breakdown**, the **RAC** are unable to repair the **vehicle** in accordance with the cover under Section A or Section C. The **RAC** will provide **you** with one of the following benefits to assist **you** on **your** onward journey:

1. Replacement car hire; or
 2. Alternative transport costs; or
 3. Hotel accommodation,
- as described in more detail below.

What is not covered

Any assistance as a result of a **breakdown** resulting from a fault where the **RAC** have previously provided **breakdown** cover for that fault and either:

1. the **RAC** consider, acting reasonably, that there is evidence to suggest that the original fault (including a faulty battery) has not been properly repaired by a party other than the **RAC**; or
2. the **RAC** advised **you** that the **RAC** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** results, at least in part, from a failure to carry out these further repairs.

Replacement car hire

What is covered

The **RAC** will either (subject to availability):

1. Arrange and pay for:
 - a. the hire cost of a replacement car while the **vehicle** is being repaired as a result of the **breakdown** for 24 hours or until the **vehicle** has been repaired, whichever is sooner. Any replacement car will be limited to a small hatchback. The **RAC** will ensure the hire car has an automatic gearbox, if required by **you**; and
 - b. insurance for the replacement car, including collision damage waiver that waives the costs of damage resulting from a collision, but excluding any excess; or
2. If **you** do not comply with the terms and conditions of the hire company used by the **RAC** and **you** agree with the **RAC** to arrange a replacement hire car with another hire car supplier, the **RAC** will reimburse **you** up to £35 for the cost of the replacement car hire arranged by **you**.

What is not covered

1. Any replacement car hire arranged by the **RAC** where **you** do not comply with the usual terms and conditions of the hire company including but not limited to age and licence restrictions. For example, requiring **you** to hold and present a driving licence or being able to provide a valid credit or debit card with sufficient funds available for the car hire company to take a deposit. The **RAC** use reputable car hire companies with market standard terms and conditions;
2. Any replacement car hire arranged by **you** that has not been agreed with the **RAC** prior to **you** making the arrangements or any request that is not made on the same day as the **breakdown** occurred;
3. The **RAC** will not cover the cost of:
 - a. Delivery and collection of the hire car vehicle including any fuel used during delivery and collection;
 - b. Any fuel while the hire car is with **you**, including any fuel required to refuel the car at the end of the hire car period to comply with the hire company's terms and conditions; or
 - c. Any insurance excess payable under any insurance for the replacement car;
4. The **RAC** will not supply:
 - a. Any specific car type or model. The **RAC** can try to arrange additional or upgraded hire car vehicles for an additional cost;
 - b. Replacement cars with a tow bar; or
 - c. Specially adapted vehicles.

Alternative transport

What is covered

The **RAC** will arrange rail, air or other public transport for **you** and up to seven passengers of the **broken down vehicle** to reach the intended end of the **journey** within the **territory** and reimburse **you** for the costs of such transport up to a maximum of £150 for all persons. **You** will have to pay for any additional transport costs.

Hotel accommodation

What is covered

The **RAC** will arrange one night's bed and breakfast accommodation for **you** and up to seven passengers of the **broken down vehicle** in a hotel of the **RAC** choice and reimburse **you** for the costs of such accommodation up to £150 per person or £500 for all persons, whichever is less. **You** will have to pay for any additional hotel costs.

Assistance in a medical emergency

What is covered

If during a **journey** in the **territory you** or a passenger of a **vehicle** becomes ill and is taken to a doctor's surgery or hospital without the **journey** being completed, the **RAC** will:

1. Arrange for one night's bed and breakfast accommodation for **you** and up to seven passengers of the **vehicle** whose homes are more than 20 miles from the hospital in a hotel of the **RAC** choice and reimburse **you** for the costs of such accommodation up to £150 per person or £500 for all persons, whichever is less. **You** will have to pay for any additional hotel costs; and
2. Arrange for an ambulance to take the patient to a local hospital near to **their** home once medical permission has been given.

What is not covered

Where the person is taken ill during a **journey** to or from a doctor's surgery or hospital, including for planned doctor or hospital appointments or emergencies.

Section E: European Motoring Assistance

Please refer to **your Aviva breakdown service details** which set out whether this Rescue from Aviva cover includes cover for European Motoring Assistance as set out in this Section E.

Required terms

To ensure the **RAC** can provide the services contained within this Section E, European Motoring Assistance, the **driver** will need to make sure that **they** have the following original documents with them when **they** are on a **journey**. If a **driver** does not have these documents the **RAC** may not be able to provide assistance:

1. Credit card (required if a **driver** needs to take advantage of any vehicle hire benefit, purchase any replacement parts or receive additional services from the **RAC**);
2. Full UK Driving licence (photo card licence) and National Insurance number;
3. Proof of Rescue from Aviva cover (such as **your Aviva breakdown service details**);
4. Vehicle registration document (V5) or Vehicle on Hire Certificate (VE103).

Important car hire information

The **RAC** cannot guarantee that they will be able to arrange a hire car equivalent to the **vehicle**. If the **driver** is travelling in an MPV or similar vehicle the **RAC** may arrange two hire cars. The **RAC** will only arrange this if there are two qualified **drivers** in the **party**. Otherwise the **RAC** will arrange alternative means of transport. Car hire arranged under this Section E will be subject to the normal conditions of the hiring company. The **RAC** use reputable car hire companies with market standard terms and conditions which the **driver** must fully comply with. The **driver** must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France). The **driver** must present **their** driving licence to the hire company and present **their** full UK driving licence, National Insurance number and any other information requested.

The **driver's** valid credit card details will also be required by the hire company and the card must be presented to the hire company as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle.

The **driver** will need to collect a replacement vehicle from the nearest available place of supply. If this is the case, the **RAC** will provide transportation to the place of supply subject to these terms and conditions.

If the **driver** leaves a hire car at a different location to the one arranged by **RAC**, the **driver** must pay the hire car company any additional charges which may be made and any additional cost relating to the rental.

Collision Damage Waiver (CDW). Please note that many car hire companies across **Europe** charge a damage excess which is not covered by the CDW. This means that if the car is damaged during the hire period the **driver** could be liable for the first portion of the cost, which is likely to be over £150, and have **their** credit card charged. In some cases the amount could be much higher and varies according to the hire company, category of hire car and location. The CDW covers the amount above the excess.

Most hire car companies will not permit their vehicle to cross certain national borders. It may be necessary to arrange multiple hires or additional transport in order to complete the **journey** within the limits of this cover. A car hired abroad must not be brought into the **territory**. A second car hire will be arranged for the **territory** part of the **journey**. Please note that continental hire cars must be returned to the nearest appropriate hire car agency before boarding the ferry. Passengers may be required to travel as foot passengers to the **territory** where the **driver** will collect any necessary onward transportation.

The **RAC** cannot guarantee a hire car will be available.

The **RAC** cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, roof rack or automatic gearbox and cannot guarantee the hire of minibuses or vans.

While the **RAC** use a range of reputable car hire companies, the **RAC** cannot guarantee that a replacement vehicle will be immediately available or in time to connect with any pre-booked ferry, train or other transport. If this is the case, the **RAC** will provide the **driver** with a replacement vehicle as soon as possible (if a replacement vehicle is still required).

Caravans and trailers

The **RAC** do their best to find solutions to motoring problems, but regret that, they cannot arrange a replacement caravan or trailer. It is also virtually impossible to hire vehicles with tow bars so the **driver** may need to leave the **caravan** or **trailer** with the **vehicle** while it is being repaired and it may become necessary to repatriate the **caravan** or **trailer** together with the **vehicle**, if the **vehicle** cannot be repaired abroad by the return date.

Important

Please note that cover is not available for **breakdowns** or **road traffic accidents** suffered by **caravans** or **trailers** and the **RAC** will only recover or repatriate a **caravan** or **trailer**, subject to the dimension limitations shown within the Definition of words section if the **vehicle** towing such **caravan** or **trailer** has **broken down** or suffered a **road traffic accident**. The **RAC** may be able to provide services to a **broken down trailer** or **caravan**, but such service will only be provided at an additional cost.

Motor insurance and vehicle warranty

Cover under this Section E does not replace motor vehicle insurance. The **RAC** strongly recommend **you** tell **your** motor insurers before taking a **vehicle** abroad. If **you** do not, the motor insurance policy may only provide cover for damage caused to other people or their property. This means that there will not be cover for damage to the **vehicle** (including damage caused by fire) or theft of the **vehicle**. The insurers will also need to know if the **vehicle** is towing a **caravan** or **trailer**.

If the **vehicle** has a manufacturer's or other mechanical warranty, the **RAC** will provide emergency assistance but **you** are responsible for ensuring subsequent repairs are in accordance with the warranty and do not invalidate it.

Disruption in country

The **RAC's** service in certain countries may become disrupted or unavailable due to current conditions in that country. For example strike action may delay or prevent the **RAC's** service under this Section E. If this is the case, the **RAC** will not be liable for any losses that the **driver** may suffer as a result of the disruption or unavailability of the **RAC's** services. To obtain current information on conditions in the countries the **driver** is travelling to please refer to the Foreign and Commonwealth office website at: <https://www.gov.uk/government/organisations/foreign-commonwealth-office> or email: TravelAdvicePublicEnquiries@fco.gov.uk

Limits of cover

The cover under Section E is subject to an aggregate overall limit of £2500 per **claim** and is subject to the further limits of cover in respect of each type of cover.

This Section E provides cover for **journeys** during the term of **your** policy, but each **journey** is limited to a maximum of 90 days and each **journey** must fall within the **period of insurance**. The **RAC** will not provide cover for a **journey** if the **vehicle** will not return to the **territory** within the **period of insurance**. If the end of any **journey** will be outside the **period of insurance**, **you** will need to renew the cover before the **driver** commences the **journey**. If however the **vehicle** is due to return to the **territory** within the **period of insurance** but it is delayed due to a **road traffic accident** or **breakdown** that is covered by this Section E, the **RAC** will provide cover for that **journey**.

The Sections of European Motoring Assistance

In the event that the **vehicle** has **broken down** or has been in a **road traffic accident**, the **RAC patrol**, **RAC contractor** or **service provider** that attends the **breakdown** or **road traffic accident** will carry out a preliminary fault diagnosis to confirm whether the **vehicle** can be repaired within 12 hours and, if not, whether:

1. it can be repaired by the date that the **driver** originally planned to return to the **territory**;
2. it requires repatriation to the **territory**; or
3. it is **beyond commercial economical repair**.

The **driver's** request for **breakdown** or **road traffic accident** assistance will act as authorisation for the **RAC** to arrange the fault diagnosis and determine the best course of action based upon the **RAC's** technical expertise in these situations.

The **RAC** will then discuss the preliminary fault diagnosis with the **driver** and determine which other benefits may be available under this Section E as a result of the **claim**. For example, if the repairs cannot be completed within 12 hours, the **RAC** will discuss whether the **driver** would like the **RAC** to arrange transport to continue the **journey** to the original destination (under Section E3) or arrange accommodation while the **driver** waits for the repair to be completed (under Section E5). These alternatives will be discussed with the **driver** at the outset so that the best course of action can be agreed. The **RAC** will have final say on the best course of action if this cannot be agreed.

If there is a change to the preliminary fault diagnosis at any time, the **RAC** will discuss this with the **driver** and determine if the benefits provided under this Section E should change as a result.

If the **vehicle** cannot be repaired by the date that the **driver** originally planned to return to the **territory**, and it is agreed to repatriate the **vehicle**, the **driver** and the **party**, all other cover under this Section E will cease. This will also apply where the preliminary fault diagnosis changes and it is agreed to repatriate the **vehicle** and the **driver** and the **party**.

The **RAC** will pay the **RAC patrol**, **RAC contractor** or **service provider's** fees to carry out the preliminary fault diagnosis of the **vehicle**.

Important

Whilst the **RAC** will assist with the arrangements and progress of any workshop repairs, if requested by the **driver**, these repairs are not covered under this policy. Any information regarding the cost of repairs provided by the **RAC** is of an advisory nature only. The repairer will be working for the **driver** and the **RAC** have no legal responsibility to the **driver** for their efficiency or quality of the repairs.

Section E1: Journey continuation in the territory

What is covered

If a **vehicle** has **broken down** in the **territory** during the **period of insurance** within 24 hours of the planned departure date of the **journey** from the **territory** and, following an **RAC patrol** or an **RAC contractor** attending the **breakdown**, the **RAC** are unable to repair the **vehicle** once the **RAC** have decided that they cannot get the **vehicle** repaired locally within 24 hours, the **RAC** will arrange and pay for the cost of a replacement car (including collision damage waiver) to enable the **driver** to continue the **journey**. The **RAC** will contribute up to £125 per day up to £750.

What is not covered

1. A **breakdown** during a **journey** where the **breakdown** occurs more than 24 hours prior to the planned **journey**;
2. Fuel and oil costs, personal insurance or any other extra costs;
3. The excess payable under any insurance for the replacement vehicle; or
4. A replacement car following a **road traffic accident** in the **territory**.

Section E2: Rescue and Recovery in Europe

What is covered

If a **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of insurance**, the **RAC** will arrange and pay for a **service provider** to either:

1. Repair the **vehicle** at the roadside; or
2. If they are unable to permanently repair the **vehicle** at the roadside, the **RAC** together with the **service provider** will decide to either:
 - a. arrange for a temporary repair to the **vehicle** at the roadside; or
 - b. arrange transportation of the **vehicle** to a local repairer. Where the **vehicle** has been recovered to a local repairer following a **breakdown** and the local repairer is able to repair the **vehicle** on the same day as the **breakdown**, the **RAC** will contribute up to £150 towards the local repairer's labour charges for repairing the **vehicle**.

What is not covered

1. Repair costs, including labour charges, if the **vehicle** was in a **road traffic accident**;
2. If the **vehicle** cannot be driven due to a **road traffic accident**, any damage which **you** or the **driver** are entitled to have repaired by **your** motor insurers must be reported to them immediately. **Your** insurers must decide whether to authorise repairs abroad or have the **vehicle** repatriated. The **RAC** cannot repair the **vehicle**;
3. Repair costs if, in the **RAC's** reasonable opinion, the **vehicle** is **beyond commercial economical repair**;
4. Any costs for non-emergency repairs such as satellite navigation or air conditioning or climate control faults which do not affect the mobility or security of the **vehicle**, nor render it unsafe to drive;
5. The cost of any parts required to repair the **vehicle**;
6. Repair costs not directly necessary to enable the **vehicle** to continue the **journey**; or
7. If the **vehicle** suffers a **breakdown** as a result of mis-fuelling the **RAC** will not repair the **vehicle** (including not draining or removing the fuel). The **RAC** will only recover the **vehicle** to a local repairer. The **RAC** may be able to repair the **vehicle** and/or arrange recovery of the **vehicle** to another location for an additional charge. Any further service under this Section E will not be provided.

Section E3: Journey continuation in Europe or return home

Cover under this Section E3 is not available if **you** benefit from additional accommodation expenses under Section E5.

What is covered

If the **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of insurance** and, following a **service provider** attending in accordance with Section E2, the **vehicle** cannot be repaired in accordance with Section E2 within 12 hours of the **breakdown** or **road traffic accident**, the **RAC** will arrange and pay up to £125 per day up to a maximum of £1,500 for the **driver** and the **party** to continue the **journey** by any one or a combination of:

1. A replacement hire car (including collision damage waiver);
2. Second/standard class rail or air travel; and/or
3. Local taxi fares authorised by the **RAC** in advance.

Cover under this Section E3 will stop once the **vehicle** has been repaired to a roadworthy condition and **you** or the **driver** has been notified. Once **you** or the **driver** are notified that this is the case, the **driver** must return any hire car to the place of collection of the hire car or can choose to keep the hire car for an additional period to continue the intended **journey**, however all additional hire car costs are payable by the **driver** and will be charged to the **driver's** credit card.

What is not covered

1. Fuel and oil costs, personal insurance or any other extra costs;
2. The excess payable under any insurance for the replacement vehicle;
3. The cost of any replacement vehicle after 24 hours (or such other time agreed with the **RAC**) the **driver** being notified that the **vehicle** has been repaired or is to be repatriated or is **beyond commercial economical repair**;
4. First class rail and air fares;
5. The costs of meals or any other expenses; or
6. Any costs during the receipt of any benefits under Section E5.

Section E4: Replacement parts dispatch

What is covered

If a **vehicle** has **broken down** in **Europe** during a **journey** during the **period of insurance** and, following a **service provider** attending the **breakdown** in accordance with Section E2, the **vehicle** requires replacement part(s) necessary to complete repairs to it, but those parts are not obtainable locally, the **RAC** will, (subject to availability) arrange the purchase of such replacement parts and arrange and pay for:

1. The freight, handling and ancillary charges for dispatch of the replacement parts to the **vehicle** or an appropriate railway station or airport; and
2. If the parts are dispatched to a railway station or airport, the cost of one person to collect the parts from the railway station or airport if required.

What is not covered

The cost of the parts, which must be paid for when the **driver** telephones the **RAC** to arrange for the parts to be dispatched. The **driver** will be asked for credit card details and the **RAC** will take payment before dispatch.

Important

The **RAC** will arrange to dispatch parts as quickly as possible, but delays may occur at weekends and bank holidays so the **RAC** cannot guarantee when these will arrive. The **RAC** will not be responsible for errors made by the manufacturers or suppliers of the parts. The **RAC** use a range of reputable suppliers to source replacement parts, however the **RAC** cannot guarantee the availability of replacement parts, especially for older or specialist **vehicles**, for which parts may be impossible to locate.

Section E5: Additional accommodation expenses

Cover under this Section is not available if **you** benefit from Journey Continuation under Section E3.

What is covered

If a **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of insurance** and, following a **service provider** attending in accordance with Section E2 the **vehicle** cannot be repaired within 12 hours of the **breakdown** or **road traffic accident**, the **RAC** will, subject to the overall Limits of cover, arrange and pay a contribution of £30 per person per day up to a maximum of £500 towards additional (not alternative) accommodation for the **driver** and the **party** in a hotel of the **RAC's** choice whilst waiting for the **vehicle** to be repaired. The **RAC** will also pay for local taxi fares authorised by the **RAC** in advance between the place of repair and the accommodation.

What is not covered

1. Any accommodation costs that the **driver** or the passengers would have otherwise incurred on the **journey**;
2. Any accommodation costs if the **driver** has alternative accommodation available for use;
3. Any accommodation costs once **you** or the **driver** have been notified that the **vehicle** has been repaired, is to be repatriated or is **beyond commercial economical repair**;
4. The costs of meals or any other extra costs and expenses; or
5. Any costs during the receipt of any benefits under Section E3.

Section E6: Replacement driver

What is covered

If the only **driver** of the **vehicle** in the **party** is declared medically unfit to drive by a registered doctor during a **journey** in **Europe** during the **period of insurance**, the **RAC** will arrange and provide a replacement driver to drive the **vehicle** and the **party** to the **journey** destination or **your home**. Written confirmation from the treating hospital or medical expert that the **driver** is unable to drive will be required.

What is not covered

1. A replacement driver if there is another qualified **driver** in the **party** who is fit and legally able to drive the **vehicle**; or
2. Any expenses which the **driver** or the **party** would have had to pay if the **driver** had not been declared medically unfit to drive.

Section E7: Vehicle break in – emergency repairs

What is covered

In the event of damage to windows, windscreens or locks of a **vehicle** caused solely by forcible entry or attempted forcible entry of the **vehicle** in **Europe** during a **journey** during the **period of insurance**, the **RAC** will, subject to the overall Limits of cover, either provide cover for the cost of immediate emergency repairs to the damage to enable the **driver** to continue the **journey** or the cost of recovery of the **vehicle** to a local repairer for repairs to be carried out, up to a maximum of £175.

The **driver** will need to pay these costs and **you** can **claim** these costs back from the **RAC** by completing a claim form.

The matter must be reported to the police before contacting the **RAC** and a written report must be obtained from the police. **You** will need to provide a copy of the police report to the **RAC** when **you** make **your claim** under this Section.

What is not covered

1. Any costs if the **driver** does not report the matter to the police before contacting the **RAC** or does not obtain a police report;
2. The cost of any parts required to repair the **vehicle**;
3. Repair costs not directly necessary to enable the **vehicle** to continue the **journey**; or
4. Costs over £175, inclusive of recovery costs.

Important

If there is a forcible entry or attempted forcible entry of the **vehicle** **you** can only **claim** under this Section. The **RAC** will not provide any other benefits described in this Section E. Should the **vehicle break down** or be involved in a **road traffic accident** in the same **journey**, the **RAC** will provide the relevant service in line with the relevant Section(s) of cover.

You should always contact the motor insurance company that insures the **vehicle** first before calling the **RAC**.

Section E8: Vehicle repatriation

What is covered

If a **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of insurance** and, following a **service provider** attending in accordance with Section E2, the **vehicle** cannot be repaired by the planned return to the **territory**, the **RAC** will arrange and pay for:

1. Storage of the **vehicle** and any **caravan** or **trailer**, while awaiting repatriation by the **RAC** in accordance with this Section; and
2. Repatriation of the **vehicle** and any **caravan** or **trailer** by road transporter from the place of the **breakdown** or **road traffic accident** or the local repairer to **your home** or a repairer in the **territory** chosen by the **driver**, providing the cost is not more than the **market value** of the **vehicle**, **caravan** or **trailer**. If the cost of repatriation is more than this, **you** or the **driver** will have to pay the balance between the **market value** of the **vehicle**, and any **caravan** or **trailer** on tow at the time of the **breakdown** and the cost of repatriation before service is provided.

If the **vehicle** has been in a **road traffic accident** that is covered by a motor insurance policy, the **RAC** will follow the insurers' decision on whether to have the **vehicle** repatriated. The insurers may alternatively decide to authorise repairs abroad or determine that the **vehicle** is **beyond commercial economical repair**.

What is not covered

1. Any storage charges or repatriation costs not authorised by the **RAC** or while the **RAC** are awaiting a decision from the motor insurer;
2. The cost of repatriation (including storage charges) if the **RAC** determine, acting reasonably, that there is evidence to suggest, that the **vehicle** is **beyond commercial economical repair**;
3. The cost of repatriation (including storage charges), if the **RAC** determine, acting reasonably, that there is evidence to suggest, that the **vehicle** is roadworthy;
4. Transportation costs for any personal belongings, valuables or luggage. Any items left with the **vehicle**, **caravan** or **trailer** for recovery are left at the **driver's** own risk;
5. The **RAC** are unable to transport any animals in the **vehicle**, **caravan** or **trailer**. The **RAC** cannot guarantee that they can arrange transport for any animal. Any onward transportation is at the **RAC's** discretion and solely at the **driver's** risk. The **RAC** will not insure any animal during any onward transportation they may undertake;
6. Any repairs required to the **vehicle** and associated costs following repatriation;
7. Any repatriation that is not authorised by the insurer if the **vehicle** has had a **road traffic accident** covered by the motor insurer;
8. Any cancelled repatriation as a result of **you** or the **driver** failing to leave keys for the **vehicle**, **caravan** or **trailer** or keys for any roof box with the **vehicle**, **caravan** or **trailer**; or
9. Any **claim** if the **vehicle**, **caravan** or **trailer** is being repatriated and customs in any country find its contents are breaking the law of that country.

If **you** have any enquires relating to **your** repatriation please contact the **RAC** on 0330 159 0342.

Important

Once repatriation is authorised by the **RAC** it normally takes 8-14 working days for the **vehicle, caravan or trailer** to be delivered from most countries in western Europe to the chosen address in the **territory**. At busy times and from some other European countries (particularly from eastern and northern Europe) it may take longer. The **RAC** will discuss the likely timescales for repatriation with **you** in the event that repatriation is required.

It is the **RAC's** decision alone whether to repatriate or repair locally a **vehicle** which cannot be driven as a result of a **breakdown or road traffic accident** except where the **road traffic accident** is covered by a motor insurance policy. If the **vehicle** has been in a **road traffic accident** that is covered by a motor insurance policy, the **RAC** will follow **your** insurer's decision on whether to have it repatriated. The insurer may alternatively decide to authorise repairs abroad or determine that it is **beyond commercial economical repair**.

Repatriation cannot be used to avoid repair costs. The **RAC** will only repatriate if they consider that the **vehicle** cannot be repaired by the **driver's** planned return date to the **territory**, and not as a result of any other request.

If the **vehicle** is **beyond commercial economical repair**, **you** will have 10 weeks in which to advise the **RAC** of how **you** wish to recover or dispose of it. If **you** do not contact the **RAC** within 10 weeks **you** will be considered to have authorised the **RAC** to dispose of it as the **RAC** choose.

If a **vehicle** and any **caravan or trailer** is to be repatriated and has been fitted with a roof box or bicycle rack, the **driver** must remove it and place it inside the **vehicle, caravan or trailer**, if possible. If the **driver** cannot do so, the roof box or bicycle rack can be left on the **vehicle, caravan or trailer**. The roof box keys need to be left with the **vehicle, caravan or trailer** keys in the event that customs require access. Failure to leave the required keys with the **vehicle, caravan or trailer** may result in the cancellation of the repatriation and **you** or the **driver** may be required to collect the **vehicle, caravan or trailer**.

If a **vehicle** and any **caravan or trailer** is to be repatriated, **you** should check with **your** motor insurers that it will be covered in transit for loss or damage and that the contents are also covered. This Section E will not cover any **vehicle, caravan or trailer** or their contents during transit.

Section E9: Collection of vehicle left abroad for repair

Cover under this Section is only available where the **RAC** have agreed with **you** that the **vehicle** will remain in **Europe** for repair and not be repatriated under Section E8.

What is covered

If a **vehicle** has **broken down** in **Europe** during a **journey** during the **period of insurance** and, following a **service provider** attending the **breakdown** in accordance with Section E2, the **vehicle** cannot be repaired by the planned return date to the **territory** and the **driver** and the **party** have been repatriated to **your home** under Section E3 the **RAC** will arrange and pay for one person to collect the **vehicle** and return it to the **territory**, by any one or a combination of:

1. Second/standard class rail and other public transport fares (including ferry fares) for one person to travel to the **vehicle**;
2. Additional ferry fares from the **territory** to **Europe** and back for a **vehicle** and one person; and/or
3. Local taxi fares authorised by the **RAC** in advance.

The **RAC** will also pay a contribution towards single room accommodation (room only) for one person, up to a maximum of £50 per day if necessary to complete the round trip.

What is not covered

1. Fuel and oil costs, personal insurance or any other extra costs;
2. The costs of meals or any other extra costs and expenses;
3. First class rail fares;
4. Costs for more than one person;
5. Transportation costs for any personal belongings, valuables, animals or luggage; or
6. Any storage charges once **you** or the **driver** has been notified that the **vehicle** is ready for collection.

Important

Any decisions as to whether the **vehicle** can be repaired abroad so that **you** (or someone nominated by **you**) must return and collect it on completion of the repair or that the **vehicle** cannot be repaired and must be repatriated will be determined by the **RAC** in accordance with Section E8.

Section E10: Accidental damage to or loss of tent

What is covered

If the **driver** is camping in **Europe** during a **journey** during the **period of insurance** and the **driver's** tent is damaged accidentally making it unusable or the tent is stolen, the **RAC** will, subject to the overall Limits of cover, choose (at the **RAC's** discretion) to provide cover for the cost of either:

1. Accommodation expenses of up to £50 per person in the **party** per day for up to 3 days; or
2. A replacement tent (provided it has been authorised by the **RAC** in advance) up to a maximum of £250.

The **driver** will need to pay these costs and **you** must **claim** them back from the **RAC** by completing a claim form.

The matter must be reported to the police within 24 hours of the tent being stolen and before contacting the **RAC** and a written report must be obtained from the police. **You** will need to provide a copy of the police report to the **RAC** when **you** make **your claim** under this Section. The written report must be provided to the **RAC** within 14 days.

What is not covered

1. Damage to the tent caused by weather conditions;
2. The cost of a replacement tent not authorised by the **RAC**;
3. The costs of meals or any other extra costs and expenses; or
4. Any accommodation costs if **you** have alternative accommodation available for use.

Section E11: Customs duty indemnity

What is covered

Customs claims for import duty if the **vehicle** is **beyond commercial economical repair** as a result of a **breakdown** in **Europe** during a **journey** during the **period of insurance** and it has to be disposed of abroad under Customs supervision.

What is not covered

Any import duties not relating to the **vehicle, caravan** or **trailer**.

Section E12: Urgent message relay service

What is covered

The **RAC** will relay urgent messages to the **driver's** immediate relatives or close business associates if the **vehicle** cannot be driven because of **breakdown** or a **road traffic accident** in **Europe** or in the **territory** during a **journey** during the **period of insurance**.

What is not covered

Cost of relaying any urgent message not arranged through the **RAC**.

General conditions for this Section E

In addition to the general conditions, the following conditions apply to this Section E. If any **driver** does not comply with these conditions the **RAC** may not be able to provide cover under this Section E.

1. The **driver** must make sure the **vehicle**, (including any **caravan** or **trailer** attached to it) meets all relevant laws of the countries visited during a **journey**. This particularly includes weight limits for towing;
2. The **RAC** will require the **driver's** credit card details if they arrange a service for the **driver**, which is not covered by the Rescue from Aviva cover or if it exceeds the limit set for each benefit;
3. Exchange rate: Any costs that are incurred directly by the **RAC** in a currency other than GBP will be converted to GBP at the exchange rate used by the **RAC** at the time. Any costs that are incurred by **you** or the **driver** in a currency other than GBP and which are recoverable from the **RAC** under this Section E, will be converted to GBP at the exchange rate used by **your** or the **driver's** credit or debit card provider (in the case of card payments) or used by the **RAC** at the time **you** present the **claim** (in the case of cash payments);
4. Eligible persons: **drivers** must be a permanent **resident** in the **territory** during the **period of insurance**; and
5. The **vehicle** must be maintained in accordance with the manufacturer's recommended service standards.

General exclusions for this Section E

In addition to the general exclusions, the following exclusions will apply to this Section E:

1. Any **breakdown** over the **call out** limit as shown under Limits of cover;
2. If the **driver** fails to contact the **RAC** within 24 hours of becoming aware of the **breakdown** the **RAC** may refuse to provide cover in relation to the **breakdown**;
3. Any costs which the **driver** or passengers would have had to pay if the **breakdown** or **road traffic accident** (as applicable) had not occurred;
4. Replacement vehicles:
 - a. The provision of a replacement motorcycle. If the **vehicle** that has **broken down** or been in a **road traffic accident** is a motorcycle, a replacement car or other alternative transport will be arranged, whichever is most suitable. The cost of a trailer for the **driver** to transport a motorcycle is also excluded from cover;
 - b. The provision of convertibles, any specific car type or model, specially adapted vehicles or vehicles with a tow bar, roof rack or automatic gearbox;
 - c. The **RAC** cannot guarantee the hire of minibuses, motorhomes or vans; or
 - d. The provision of replacement caravans or trailers;

Please note **your** cover under this Section E does not extend to any replacement vehicle.

5. Any **breakdown** or **road traffic accident** caused directly or indirectly by the overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
6. Any personal belongings, valuables, luggage, goods, vehicles, boats in or on a **vehicle**. The **driver** is responsible for the care of these items at all times;
7. Any **breakdown** or **road traffic accident** caused directly or indirectly by:
 - a. Running out of oil or water;
 - b. Frost damage; or
 - c. Rust or corrosion;
8. Any **claim** which **you** or the **driver** could make under any other insurance policy. If the value of the **claim** is more than the amount **you** or the **driver** can get from any other insurance the **RAC** may pay the difference. If the **RAC** do make a payment it will not be more than the appropriate benefit limit under this Section E;
9. If the **breakdown** or **road traffic accident** is caused by flooding brought about by adverse weather the **RAC** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be at the **driver's** cost, or must be referred to the **vehicle's** motor insurer;
10. Any travel outside the **territory** and **Europe**;
11. Routine servicing of the **vehicle**, replacing tyres, replacing windows, replacement of missing* or broken keys. The **RAC** may be able to arrange for the provision of these services but the **driver** must pay for any costs incurred;

*Keys which are locked inside the **vehicle** are covered and the **RAC** can arrange for a **service provider** to attend. However, any damage which may occur in trying to retrieve the keys will be at the **driver's** risk and the **driver** must pay for any costs incurred.

If the **vehicle breaks down** as a result of a problem with its tyre, the **RAC** will provide assistance to change the tyre using a serviceable spare tyre carried by the **vehicle**. If the **vehicle** doesn't have a serviceable spare tyre, General exclusion 16b(i) will apply.

Where the **vehicle** is not provided with a spare tyre the **RAC** will recover the **vehicle** to a local repairer.

12. The cost of any transportation, accommodation or care of any animal;
13. If **you** or the **driver** delays repairs to the **vehicle** for whatever reason, any costs that the **RAC** consider (acting reasonably) would not have been incurred under this Section if **you** or the **driver** had not delayed repair; and
14. Any costs that are not arranged through the **RAC** or arranged by the **RAC**.

General exclusions

The following exclusions apply to all Sections of cover

Rescue from Aviva does not cover:

1. Any **breakdown** or request for service occurring within the first 24 hours of **you** purchasing or upgrading (for the upgraded cover only) Rescue from Aviva, however this 24 hour exclusion period will not apply on renewal of Rescue from Aviva that includes the Section of cover being claimed under. For Section A (Rescue), the **RAC** will attend the **vehicle** and provide cover within the first 24 hours, but only where the **vehicle** had not **broken down** prior to **you** purchasing Rescue from Aviva;
2. Any **vehicle** that is already at a garage or other place of repair;
3. Attendance following a **road traffic accident** in the **territory**. If **you** have been involved in a **road traffic accident** in the **territory** and would like the **RAC** to recover the **vehicle** the **RAC** may be able to assist for an additional cost;
4. Attendance following fire, flood, theft, act of vandalism or any other incident covered by any policy of motor insurance. If **you** would like the **RAC** to recover the **vehicle** following one of these incidents the **RAC** may be able to assist for an additional cost;
5. Assistance in a medical emergency;
6. Servicing or assembly of a **vehicle**;
7. The **RAC** will not be liable in any circumstances for any infringement however caused of any manufacturer's or dealer's warranty as a result of services supplied;
8. **Vehicles** which have **broken down** on land to which **you** or the **RAC** do not have permission to access;
9. **Vehicles** which have **broken down** as a result of:
 - a. taking part in any motorsport event or activity which takes place off the public highway (including, without limitation, rallies or stock car racing) and is not subject to the normal rules of the public highway. **Vehicles** participating in any event which take place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded; or
 - b. misfuelling. The **RAC** will not repair the **vehicle** including but not limited to draining or removing the fuel under Rescue from Aviva. The **RAC** may be able to drain and remove the fuel for an additional cost. The **RAC** will only recover the **vehicle** to a garage within 10 miles of the **breakdown**. The **RAC** may be able to repair the **vehicle** and/or arrange a recovery of the **vehicle** to another location which will be for an additional cost;
10. **Vehicles** being demonstrated or delivered under trade plates;
11. The recovery of any **caravan** or **trailer** in the **territory** except where the **vehicle** that was towing the **caravan** or **trailer** has **broken down**. If **you** would like the **RAC** to recover any **caravan** or **trailer** in these circumstances, the **RAC** may be able to assist for an additional cost;

12. The transportation of any **vehicle** which the **RAC patrol** or **RAC contractor** considers (acting reasonably) is loaded over its legal limit;
13. The cost of **specialist equipment** for any reason (including safely lifting a **modified vehicle**). The **RAC** may be able to arrange **breakdown** and recovery services with **specialist equipment** if needed for an additional cost;
14. Transportation of any horses or livestock;
15. Any services or benefits relating to a **breakdown** that was reported under a different **RAC** agreement to this Rescue from Aviva policy. To receive any services or benefits under this Rescue from Aviva policy, **you** must have reported the **breakdown** against this Rescue from Aviva policy;
16. Any costs:
 - a. incurred without the **RAC** prior consent. All requests for service must be made directly to the **RAC**;
 - b.
 - i relating to repairs of wheels and tyres and costs relating to any **vehicle, caravan or trailer** not carrying a serviceable spare tyre and wheel including the cost of a spare tyre and wheel and the costs of sourcing it;

Note: motorised **vehicles** that are manufactured without the provision of a spare wheel will be considered on their individual merits
 - ii. of towing the **vehicle** if the tow distance exceeds 10 miles and the cost of providing a temporary solution in order for **you** to reach a garage to get the tyre replaced. The **RAC** may be able to arrange the recovery of the **vehicle** to another location for an additional charge. This additional charge will be not less than £75 plus VAT;
 - c. relating to **you** having failed to carry or having misused any equipment provided by the **vehicle, caravan or trailer** manufacturer for the purposes of removing the **vehicle, caravan or trailer** spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
 - d. relating to repairs or replacement to glass in the **vehicle**. In the **territory** the **RAC** will arrange the recovery of the **vehicle** to a nearby garage for assistance but the **RAC** will not pay for any replacement glass or pay for the fitting of any glass. **You** will have to pay for any work carried out on the **vehicle**. The **RAC** may be able to arrange the recovery of the **vehicle** to another location for an additional charge. This additional charge will be not less than £75 plus VAT;
 - e. relating to the keys to a **vehicle** being broken, lost, stolen, or locked in the **vehicle**. In the **territory** the **RAC** may be able to arrange for a locksmith to attend the **vehicle** in these circumstances for an additional charge. The **RAC** will only arrange the recovery of the **vehicle** to a nearby garage for assistance and **you** will have to pay for any work carried out on the **vehicle**. The **RAC** may be able to arrange the recovery of the **vehicle** to another location for an additional charge. This additional charge will be not less than £75 plus VAT;
 - f. for **vehicle** storage charges unless otherwise expressed in the relevant section; or

- g. for ferry crossings and/or toll fees of a **vehicle** to enable a successful recovery of the **vehicle** under Rescue from Aviva and the cost of any return ferry crossings and/or toll fees of the recovery vehicle;
- 17. The **RAC** will not pay for any losses that are not directly associated with the **breakdown** or the incident in relation to which a **claim** is made under Rescue from Aviva. For example, loss of earnings due to the **RAC** being unable to repair the **vehicle** at the roadside, losses caused by delay in the **RAC** (or any third party) providing any benefit of service or onward travel costs such as missed flights (except that this will not apply in relation to any **claim you** or a **driver** may have for death or personal injury);
- 18. The **RAC** will not provide any service under Rescue from Aviva if the **RAC** are prevented from doing so in circumstances beyond the **RAC** reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances the **RAC** will take steps to prevent or minimise the effects of such circumstances on the **RAC** services;
- 19. In the event of involvement of an **emergency service**, the **RAC** will not remove the **vehicle** until all **emergency services** concerned have provided the **RAC** with authorisation. If the **emergency services** insist on the removal of the **vehicle** by anyone other than the **RAC**, the **RAC** will not meet the cost of the removal; or
- 20. Any **claim** caused directly or indirectly by **you** being affected by intoxicating liquors or drugs.

General conditions

The following conditions apply to all Sections of this cover. If **you** do not comply with these conditions the **RAC** may not be able to provide cover and the **RAC** may cancel **your** cover.

1. **You** can legally drive the **vehicle** and are willing to drive the **vehicle** and must be with the **vehicle** at the time of the **breakdown** and when the **RAC patrol** or **RAC contractor** arrives at the **breakdown**. If **you** are not, the **RAC** will not provide any service related to the **breakdown**;
2. If the **RAC** provide an onward transportation service of passengers of a **vehicle**, anyone under the age of 16 must be accompanied by someone who is 17 or over;
3. If the **RAC** provide an onward transportation service for **you** and the passengers of a **vehicle**, any animals that were in the **vehicle** can only be transported in the **vehicle** at **your** own risk. The **RAC** will not transport animals in the recovery vehicle and the **RAC** will not be liable for or insure any animal during any onward transportation, however any assistance animals must be transported with their owners;
4. The **RAC** will attend a **breakdown** at **your** request in good faith. By making a request for service under the terms of Rescue from Aviva **you** confirm that **you** and **your vehicle** comply with all legal requirements;
5. Each **driver** must be authorised by **you** to be driving the **vehicle** and must be a **resident** in the **territory**. If not, the **RAC** will not be able to provide any service related to the **breakdown**;
6. **You** must be a **resident** in the **territory**;
7. Information **we** need to know about – **you** must take reasonable care to provide complete and accurate answers to the questions **Aviva** asks **you** when **you** take out, make changes to and renew **your** policy. If the information provided by **you** is not complete and accurate:
 - a. **we** may cancel **your** policy; or
 - b. **RAC** may not pay any **claim** in full or in part; or
 - c. **we** may revise the **premium** and; or
 - d. the extent of cover may be affected.

Upon request from the **RAC**, **you** must provide the **RAC** with proof that the **vehicle** is in a legal and roadworthy condition and allow the **RAC** to examine the **vehicle** to confirm whether it is in a legal or roadworthy condition. If **you** are unable to provide the **RAC** with such proof, if **you** do not allow the **RAC** to examine the **vehicle** or the **RAC** consider, acting reasonably, that there is evidence to suggest, that a **vehicle** is not in a legal or roadworthy condition for any other reason, the **RAC** reserve the right to refuse to provide any service under this Rescue from Aviva relating to that **vehicle**. This means the **RAC** may decline **your claim**. Any repairs carried out by an **RAC patrol** or **RAC contractor** does not guarantee that the **vehicle** is in a legal and roadworthy condition.

You must also tell the **RAC** if **you** are aware of any mechanical, electrical or other defect or problem with a **vehicle** which may cause it to **break down**.

Cancelling this policy

Your right to cancel

Following the expiry of **your** 14 day statutory cooling off period, **you** continue to have the right to cancel this policy at any time during its term. If **you** do so and **you** have not used the service in the **period of insurance**:

- If **you** are paying annually, **you** will be entitled to a voucher for all full months remaining on the policy which can be used by **you** within the next five years against new Rescue from Aviva cover.
- If **you** are paying monthly **premiums**, **you** will be covered until the end of the month for which **you** have paid **your** latest **premium**.

If **you** have used the service **you** will be required to pay the **premium** for the **period of insurance**.

To cancel, please contact **Aviva** on 0345 030 6922.

Our right to cancel

Aviva, **RAC**, or any agent **RAC** appoint and who acts with our specific authority, may cancel this policy where there is a valid reason for doing so, by sending at least 7 days' written notice to **your** last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of **premium**. If **premiums** are not paid when due **Aviva** will write to **you** requesting payment by a specific date. If payment is received by the date set out in the letter no further action will be taken. If **Aviva** does not receive payment by this date **your** policy will be cancelled from the cancellation date shown on the letter.
- Where **Aviva** or **RAC** reasonably suspect fraud.
- Where **you** fail to co-operate with **Aviva** or **RAC** or fail to provide information or documentation **RAC** reasonably require, and this affects our ability to process a **claim** or defend our interests.
- Where **you**, or anyone present in the **vehicle you** are travelling in, behave or have previously behaved in a threatening or abusive way to our staff or contractors (see Misuse of Rescue from Aviva).
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **Aviva** or **RAC** ask. See the 'The Contract of insurance' and 'Information and changes we need to know about' sections in this policy booklet and the separate 'Important Information' notices supplied.

If **Aviva** or **RAC** cancel the policy under this section, **you** will be entitled to a refund of the **premium** paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the **premium** under the Consumer Insurance (Disclosure and Representations) Act 2012.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its **start date** and to keep any **premiums** paid.

Where our investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided the **RAC** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

Misuse of Rescue from Aviva

You must not:

1. Behave inappropriately towards any representative of the **RAC** by, including but not limited to, acting in a threatening or abusive manner, whether verbally or physically; or
2. Misuse Rescue from Aviva by, including but not limited to, any of the following:
 - a. persuading or attempting to persuade any representative of the **RAC** into a dishonest or illegal act;
 - b. false or fraudulent actions or dishonesty or any act or omission which is wilful misuse or unlawful;
 - c. omitting to tell the **RAC** important facts about a **breakdown** in order to obtain a service that would not otherwise be covered under Rescue from Aviva;
 - d. providing false information in order to obtain a service that would not otherwise be covered under Rescue from Aviva;
 - e. knowingly allow, or not take reasonable care to prevent, someone not covered by Rescue from Aviva attempting to obtain a service under Rescue from Aviva; or
 - f. paying for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

In the event that this condition is not complied with, the **RAC** will contact **you** to discuss the **RAC** concerns and if the concerns are not dealt with within a reasonable time or cannot be dealt with the **RAC** reserve the right to:

- Refuse to provide any services to **you** or the applicable **driver** under this Rescue from Aviva cover with immediate effect; and
- Immediately cancel this Rescue from Aviva cover in accordance with the cancellation provisions.

Aviva or **RAC** will notify **you** in writing in the event that they decide to take any action outlined above.

If any **claim** is found to be fraudulent in any way Rescue from Aviva will be cancelled immediately and all **claims** forfeited and the **RAC** may also take any of the additional steps as set out above.

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 Rescue from Aviva 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 breakdown services provided:

1. Call the **RAC** customer care number on: 0330 159 0360
2. Or write to:
Breakdown Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol BS32 4QN
3. Or email at: breakdowncustomercare@rac.co.uk

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

If **you** have a complaint about anything else, **you** can write to **Aviva** at Customer Relations, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs G64 2QR, or telephone **Aviva** on 0345 030 6922, whichever suits **you** and ask **your** contact to review the problem.

Aviva will acknowledge **your** complaint promptly. If **Aviva** can't fully investigate and respond to **your** complaint within 10 working days, **Aviva** will let **you** know our expected response date.

Financial Ombudsman Service

In the event that the **RAC** or **Aviva** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (free from landlines) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with the **RAC**.

If **your** complaint relates to any provision of services provided by RAC Motoring Services under Sections A (Rescue), B (Recovery), C (At Home) or the additional services, **you** will not be able to refer **your** complaint to the Financial Ombudsman Service.

Using this complaints procedure will not affect **your** legal rights.

Financial Services Compensation Scheme

RAC Insurance Limited in relation to Section D (Onward Travel) and Section E (European Breakdown) are covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant Sections of cover, **you** may be entitled to compensation from the FSCS. This depends on the type of business and the circumstances of the **claim**.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, by telephone on 0800 678 1100 or 0207 741 4100.

The cover provided by RAC Motoring Services under Sections A (Rescue), B (Recovery), C (At Home) or the additional services under this Rescue from Aviva cover is not covered by the FSCS.

There's so much more to being with Aviva

- For discounts on our other insurance products
call **0800 096 5604**
or visit **[aviva.co.uk/discounts](https://www.aviva.co.uk/discounts)**
- For giveaways and savings on big name brands
visit **[aviva.co.uk/advantages](https://www.aviva.co.uk/advantages)**

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



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